

MANHATTAN Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA / id Platinum VISA / id Platinum Mastercard / id VISA / id Mastercard Cardmember Agreement會員合約

The terms and conditions inside apply to and regulate the provision of Credit Card facilities by Standard Chartered Bank (Hong Kong) Limited.

內頁各項規章適用於渣打銀行（香港）有限公司之信用卡，並管制其使用條款。

(d) 本公司可以（但並無責任）以書面及/或錄音及/或本公司決定的任何其他方法記錄交易指示，而每名信用卡會員特此同意本公司如此記錄交易指示。除卻第11條(a)款所述的情況，如無任何明顯的錯誤，則本公司所保存有關交易指示的記錄即具決定性，並對每名信用卡會員均具有約束力，而且本公司可在其認為合適的期間保留該等記錄。

(e) 倘信用卡帳戶資金不足或尚未安排貸款，本公司可拒絕遵照任何交易指示行事。本公司亦可能會不時對任何透支設定期限。

(f) 透過自動櫃員機或現金存款機存入信用卡帳戶的現金，需經本公司核查始可作實，且存款可能不會在當日內貨記入信用卡帳戶內。

(g) 透過自動櫃員機存入信用卡帳戶的支票或其他票據，由本公司負責代收，待本公司按收妥有關的款項後，方可供使用。

(h) 由服務系統或終端機所發出的資料只供參考之用。對該等資料是否充分或準確，本公司無須負責，並保留不時更新及更改該等資料的權利。

(i) 對於公司向信用卡會員發送或補發的信用卡，在不影響信用卡會員對信用卡的任何其他啟動方式之下，公司有權（但並無責任）將公司收到的任何交易指示（包括但不限於信用卡會員以前透過就舊信用卡作出的直接付款授權所發出的交易指示），視作由信用卡會員對信用卡作出充分的啟動確認，無須要求任何形式的進一步確認，猶如該啟動指示是由信用卡會員給予公司的指示一般。

7A. 服務之保證及聲明

就Platinum VISA卡 / id Platinum VISA卡 / id Platinum萬事達卡而言：

(a) 本公司不負責提供服務及並非為該等服務之服務供應者（或服務供應者之代理、代表或分銷者）。向會員提供（供應/進行/安排（按情況而定），本公司對該等服務並無作出任何干涉/參與/知情/書面協議（按情況而定）。本公司對該等服務或服務供應者的範圍、質素或任何方而並無作出任何明確或保證，也不會就該等服務（直接或間接）引起的或與之有關的爭議或申索承擔任何責任。

(b) 如會員在使用或不當地使用服務時的任何作為或疏忽或違約行為（包括但不限於不遵守服務條款及條件，令本公司招致任何損害賠償、費用及合理引致的開支，會員須償本公司，並使本公司免受損害。

7. 責任豁免或限制

(a) 下列任何一項均與本公司無關，對於其直接或間接引起的損失或損害，本公司概不對任何信用卡會員負責，但因本公司疏忽或故意違約而直接引致者除外：

MANHATTAN Platinum VISA卡 / VISA金卡 / 聯營VISA金卡 / VISA卡 / 聯營VISA卡 / id Platinum VISA卡 / id Platinum萬事達卡 / id VISA卡 / id 萬事達卡會員合約

重要提示：閣下在開始使用閣下的MANHATTAN Platinum VISA卡 / VISA金卡 / 聯營VISA金卡 / id Platinum VISA卡 / id VISA卡 / id 萬事達卡前，請仔細閱讀下列信用卡會員合約的條款及條件，並確保閣下完全明白。閣下經使用信用卡，即視作已接納此等條款及條件，並將受其約束。

1. 定義

在本合約中，除非內文特別規定，否則，下列詞語具有如下涵義：

(a) 「本公司」指渣打銀行（香港）有限公司，其繼承人及承讓人。

(b) 「銀行帳戶」就信用卡會員而言，指以信用卡會員名義在本公司或渣打集團公司開設的任何帳戶，而信用卡會員曾請求就該帳戶能發出交易指示。

(c) 「渣打集團公司」指身為本公司，渣打銀行（包括其所有分行）（以下稱「渣打」），渣打之母公司或任何附屬公司或聯營公司的渣打銀行集團內任何其他公司，包括其繼承人及承讓人。

(d) 「積分」指根據任何積分計劃的條款及條件給予信用卡會員的積分或獎賞。

(e) 「積分購買物」指以積分換購貨品及/或服務，如以積分換購部分貨品及/或服務，則指該部分的換購。

(f) 「積分計劃」指由本公司設立的任何計劃，據此(i)在信用卡會員使用其信用卡購買貨品及/或服務時即獲積分；及(ii)所獲積分可在其後用於本公司不時指定的銷售點換購貨品及/或服務。

(g) 「信用卡」指，如適用，由本公司發給信用卡會員的MANHATTAN Platinum VISA卡 / VISA金卡 / 聯營VISA金卡 / VISA卡 / 聯營VISA卡 / id Platinum VISA卡 / id 萬事達卡，而就Platinum VISA卡 / VISA金卡 / 聯營VISA金卡 / VISA卡 / 聯營VISA卡，包括主卡及任何附屬卡。

(h) 「信用卡帳戶」指信用卡會員就本合約在本公司開立的帳戶。

(i) 「信用卡會員」指據本公司發出信用卡，且視作已根據第2條接納信用卡及本合約的個人。

(j) 尤其就MANHATTAN Platinum VISA卡 / VISA金卡 / 聯營VISA金卡 / VISA卡 / 聯營VISA卡，

(k) 信用卡會員包括主卡會員及任何附屬卡會員；

(l) 以信用卡付款的貨品或服務有任何瑕疪或損壞，或信用卡會員向該等貨品或服務的供應商提出索償或投訴，或信用卡會員與供應商之間的任何其他爭執，為免產生疑問起見，信用卡會員仍須全數負責有關貨品或服務所產生的收費；

(m) 任何人士或終端機拒絕承認或接受使用信用卡；

(n) 儲存於信用卡內的任何資料或數據（如積分）的遺失或失準，而有關的信用卡具有可儲存數據或資料的功能；

(o) 本公司運用其權利要求及促使信用卡會員於刻印在信用卡上的失效日期前退回信用卡，不論該要求和退回是由本公司、其他人士或終端機發出或促使的；

(p) 本公司根據第13條終止信用卡或信用卡帳戶；

(q) 領回信用卡，任何退回信用卡的要求，或由任何人士就要求退回信用卡而作出的任何聲明或行為，在任何情況下該等領回、要求、聲明或行為非或概不構成對任何信用卡會員的信用、品格或聲譽的反映或損害；

(r) 本公司根據第8條透露的任何資料有任何失實陳述或遺漏；或

(s) 信用卡會員的任何欺詐、假冒或嚴重疏忽，包括(i)並無欺詐行為或嚴重疏忽，(ii)並未故意向任何人士提供信用卡（不論是自願或非自願），及(iii)在知悉信用卡遭失或被竊後在合理可行的情況下盡快通知本公司。

(t) 只要信用卡會員並無欺詐行為或嚴重疏忽，信用卡會員無須就下列情況所產生的損失負責：

(u) 本公司執行的交易指示，是在信用卡會員在收到信用卡之前以信用卡發出的或透過使用偽卡而發出的；或

(v) 直接由終端機發生故障所產生的損失，而該故障並不明顯，或並未在屏幕上顯示訊息或通知以其他方式知會信用卡會員。

在任何情況下，本公司對上述損失的責任限額不超逾信用卡帳戶內由此產生的收費及其利息。

8. 透露資料

(a) 信用卡會員同意，本公司不時蒐集有關信用卡會員之個人資料，可根據本公司不時備有供客戶索取之聲明、通函、條款及條件或通知所載有關使用及披露個人資料的政策，用於其中所適用及向其中所述人士（不論在香港境內或境外）披露。該等資料亦可供核對文件（定義見「個人資料（私隱）條例」）之用，及向信用卡會員已有或打算有交易的任何財務機構（以銀行信用卡查詢或其他方式）透露，使該財務機構能對信用卡會員進行信貸調查。

(ii) 「主卡會員」指獲本公司發給主卡的個人；及

(iii) 「附屬卡會員」指在主卡會員要求下獲本公司發給附屬卡的個人。

(j) 「收費」、「自動收費」及「被動收費」具有下文第5條該等詞語所說明的涵義。

(k) 「電子理財私人密碼」指本公司給予信用卡會員的信用卡個人鑑別密碼（信用卡會員可按照本公司規定的方式不時更改），使信用卡會員能使用服務系統提出服務要求或發出交易指示。

(l) 「人士」包括任何個人、法團、商號、公司、合夥商行、社團或其他組織。

(m) 「私人密碼」就信用卡會員而言，指由本公司給予信用卡會員的個人鑑別密碼（信用卡會員可按照本公司規定的方式不時更改，或本公司可按照第3(c)款不時更改），使信用卡會員能使用終端機發出交易指示。

(n) 「服務」是指，就Platinum VISA卡 / id Platinum VISA卡 / id 萬事達卡而言：

(i) VISA International（以下簡稱「VISA」）安排/同意最終申服供應者向會員提供的VISA Platinum Club及Concierge Services的服務及優惠。由VISA推廣/安排的該等服務將不時更改；或

(ii) (視乎有關情況) Mastercard International（以下簡稱「Mastercard」）安排/同意最終由服務供應者向會員提供的Platinum Mastercard Collection™及Concierge Services的服務及優惠。由Mastercard推廣/安排的該等服務將不時更改。

(o) 「服務供應者」是指，就Platinum VISA卡 / id Platinum VISA卡 / id 萬事達卡而言：

(i) 與VISA協定負責為VISA Platinum Club及Concierge Services提供服務之個人、公司或商戶；或

(ii) (視乎有關情況) 與Mastercard協定負責為Platinum Mastercard Collection™及Concierge Services提供服務之個人、公司或商戶。

(p) 「月結單」指由本公司發給信用卡會員的月結單，單上列明截至該日期信用卡會員就信用卡帳戶須對本公司承擔的收費及其他財務責任，以及本公司認為合適的其他資料。

(q) 「服務系統」指本公司的24小時自動電話查詢系統，即本公司當時用作對信用卡會員在電話上提出的服務要求作出聲音回答的任何設備。

(r) 「終端機」指任何自動櫃員機、撥號終端機、電子數據記錄終端機、智能卡終端機及這些銷售點終端機，這些終端機可發出交易指示。

(b) 除(a)款規定外，本公司還獲得授權：-

(i) 向不時參與積分計劃的商戶披露與信用卡會員有關的資料，以便商戶能處理信用卡會員以積分進行換購的要求；

(j) 就Platinum VISA卡 / VISA金卡 / 聯營VISA金卡 / VISA卡 / 聯營VISA卡而言，向主卡會員披露該主卡會員不時可能要求的有關任何附屬卡人信用卡帳戶的任何資料；及

(i) 向任何機構披露信用卡會員的信用卡帳戶號碼及其他必要的資料，以便處理信用卡會員在該機構的終端機使用信用卡發出的交易指示。

(c) 每名信用卡會員在申請信用卡帳戶或信用卡時提供的資料如有任何更改，應立即通知本公司。

9. 遺失信用卡的責任

(a) 若信用卡遭失或被竊，或若私人密碼或電子理財私人密碼已洩露予或懷疑已洩露任一人士，或信用卡會員在其他方面知悉或懷疑已發出未獲授權的交易指示，信用卡會員必須在合理可行的情況下盡快通知本公司。

(b) 信用卡會員須對本公司根據第13條(c)款於任何時候要求獲取通知之前已執行的任何交易指示所引起的或與之有關的一切損失負責，惟以下(c)款所述之情況除外。

(c) 若信用卡遭失或被竊，則只要信用卡會員(i)並無欺詐行為或嚴重疏忽，(ii)並未故意向任何人士提供信用卡（不論是自願或非自願），及(iii)在知悉信用卡遭失或被竊的通知之前就信用卡帳戶所執行的交易指示所產生的損失須負的責任以HK\$500為限。

為免生疑問，信用卡會員若並未遵守第3條(d)款任何規定，或並未遵照本公司不時就信用卡、私人密碼及電子理財私人密碼的安全及機密性作出的任何其他建議，包括但不限於誠實或非誠實地向任何人士洩露私人密碼或電子理財私人密碼，則就本款而言，信用卡會員須視作嚴重疏忽處理。

(d) 每名信用卡會員承諾就所知立即向本公司提供一切有關信用卡遭失或被竊或私人密碼或電子理財私人密碼被洩露的情況的資料，並採取所有合理行動以協助本公司尋找失物的信用卡及/或盡量減輕因前述失物、被竊或被洩露可能引起的損失或損害。

(e) 當本公司於月結單指定的「到期繳款日」前收到信用卡會員根據第3條(d)款發出的報告指稱該月結單上顯示的收費為未經授權交易，信用卡會員可在本公司完成有關的調查之前，暫緩繳付該等收費。若在調查完成後，信用卡會員所作的報告被證實並無事實

(s) 「交易指示」指使用信用卡或透過服務系統直接或間接（不論是否透過其他人士）給予本公司進行交易的任何指示。

(t) 「帳戶持有人」指公司以其名義開設信用卡帳戶的人士。

(u) 「香港」指中華人民共和國香港特別行政區。

(v) 任何以文字寫下或記錄私人密碼及電子理財私人密碼時，必須加以掩飾，使人難以辨認。

4. 信用卡的使用

(a) 在本合約條文的規限下，信用卡可以：-

(i) 在本公司不時酌情決定及知會信用卡會員的信貸額限（如有）內使用；及

(ii) 在卡上所印的失效日期之前使用。

信用卡會員（若適用，只限於主卡會員）可隨時向公司申請核收有關信用卡帳戶的信貸額限，本公司將發出一張附屬卡及在該附屬卡發出後的每個周年日，均收取年費。

退回年費：除第12條(c)款另行規定外，如在已支付年費的年度內（由公司或帳戶持有人）終止信用卡的使用，則不退回年費。

(b) 在下列情況下，信用卡會員使用信用卡的權利立刻終止：

(i) 若其使用權根據第13條終止；或

(ii) 若信用卡遭失或被竊。

(c) 若信用卡會員遺失或損壞其信用卡，或要求本公司在現有信用卡失效之前續發或補發信用卡，本公司可酌情決定並按其指定的條件及條件（包括但不限於收取信用卡帳戶手續費）發出信用卡會員要求的一張或多張信用卡。

(d) 每名信用卡會員承諾，在任何時候均會在處理信用卡及與本公司交易方面，誠實行事。

(e) 信用卡會員不得使用信用卡或信用卡帳戶作非法用途。若本公司有理由相信任何交易指示涉及非法交易，本公司可行使其完全及絕對酌情權拒絕該指示行事或執行該指示。

(f) 信用卡會員有責任確保不超逾本公司經酌情決定並通知信用卡會員的信用額。如信用卡會員不希望有第三方洩露該等資訊，則該信用卡會員須明確表明其選擇，並透過本公司不時提供的途徑取消該服務。

5. 收費

(a) 收費包括下列所有各項或任何一項：-

(i) 自動收費如下：-

(A) 以交易指示購買貨品及/或服務（包括積分購買物）的款項；

(b) 根據本公司會員立即繳付前述收費，本公司並保留權利在整個期間（包括調查期間）按第5條(a)(ii)款規定就該等收費收取逾期費用及財務費，猶如該等收費從未暫緩繳付一般。

10. 付款

(a) 就Platinum VISA卡 / VISA金卡 / 聯營VISA金卡 / VISA卡 / 聯營VISA卡而言，儘管本合約另有規定，若本公司發給任何附屬卡：

(i) 主卡會員對主卡會員及任何附屬卡會員根據本合約應付的款項或就信用卡帳戶在其他方面欠本公司的款項，須負責任；及

(ii) 每名已成年的附屬卡會員須對就其發出的交易指示應付的所有款項負責。

若附屬卡會員屬成年人，主卡會員須確保該附屬卡會員根據本合約須明確承擔的所有其他責任均予遵守。

(b) 在下列情況下，本公司無責任發出月結單：(i)信用卡帳戶自上一張月結單後再無任何交易，或(ii)信用卡帳戶未清結的結存或結欠餘額於月結單之日少於HK\$10。

(c) 月結單發出的週期即月結單週期，可能與曆月不相乎。

12. 修訂及轉讓

(a) 本合約可由本公司透過在月結單或根據第14條發出的通知，不時加以修改。

(b) 在上文(a)款規限下，除非本公司在任何該等修訂生效日前按第13條(b)款所述方式收到信用卡帳戶的終止通知，連同信用卡帳戶名下的每張信用卡，則該等修訂須視作有效及對每名信用卡會員具有約束力。

(c) 若信用卡會員根據第13條(c)款於任何時候要求獲取通知之前已執行的任何交易指示所引起的或與之有關的一切損失負責，惟以下(c)款所述之情況除外。

(d) 在不影響本公司根據第13條(c)款於任何時候要求獲取通知之前已執行的任何交易指示所引起的或與之有關的一切損失負責，惟以下(c)款所述之情況除外。

(e) 若信用卡會員根據第13條(c)款於任何時候要求獲取通知之前已執行的任何交易指示所引起的或與之有關的一切損失負責，惟以下(c)款所述之情況除外。

(f) 根據本公司根據第13條(c)款於任何時候要求獲取通知之前已執行的任何交易指示所引起的或與之有關的一切損失負責，惟以下(c)款所述之情況除外。

(g) 若信用卡會員根據第13條(c)款於任何時候要求獲取通知之前已執行的任何交易指示所引起的或與之有關的一切損失負責，惟以下(c)款所述之情況除外。

(h) 信用卡會員須對任何信用卡會員違反本合約直接或間接所引起的損失負責。每名附屬卡會員均須就其違反本合約所引起的損失負責。

(i) 下列所列之應付最低金額：其次為

(ii) 分期付款款項；其次為

(iii) 信用卡會員應當鎖定印有私人密碼的通知正本。

(iv) 無論在任何情況下，信用卡會員不得將私人密碼或電子理財私人密碼寫在信用卡或任何通常與信用卡一起存放或存放在信用卡附近的物品之上。

(v) 若以任何方式寫下或記錄私人密碼及電子理財私人密碼時，必須加以掩飾，使人難以辨認。

4. 信用卡的使用

(a) 在本合約條文的規限下，信用卡可以：-

(i) 在本公司不時酌情決定及知會信用卡帳戶扣款的數額；及

(ii)

MANHATTAN Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA / id Platinum VISA / id Platinum Mastercard / id VISA / id Mastercard Cardmember Agreement

IMPORTANT: Before you start to use your MANHATTAN Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA / id Platinum Mastercard / id VISA / id Mastercard, please read carefully the terms and conditions of the Cardmember Agreement printed below and make sure that you understand them thoroughly. By using your Card you will be deemed to have accepted these terms and conditions and will be bound by them.

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:-

- (a) "The Company" means Standard Chartered Bank (Hong Kong) Limited, its successors and assigns.
- (b) "Bank Account" means in relation to a Cardmember any account maintained in the name of the Cardmember with the Bank or a SCB Group Company and in respect of which the Cardmember has requested that he be able to give Transaction Instructions.
- (c) "SCB Group Company" means any other company of the Standard Chartered Group, Standard Chartered Bank (including all its branches) ("SCB"), being the parent or any subsidiary or associate company of SCB, and includes each such company's successors and assigns.
- (d) "Bonus Point" means a bonus or reward point awarded to a Cardmember under and subject to the terms and conditions of any Bonus Points Scheme.
- (e) "Bonus Points Purchase" means any purchase or that part of any purchase of goods and/or services the payment for which is effected by the redemption of Bonus Points.
- (f) "Bonus Points Scheme" means any scheme from time to time established by the Company whereby (i) Bonus Points may be awarded to a Cardmember upon the use of his Card to pay for goods and/or services; and (ii) Bonus Points so awarded may subsequently be redeemed or used for exchanging and/or making payment for such goods and/or services at such outlets as may from time to time be specified by the Company.
- (g) "Card" means, as appropriate, a MANHATTAN Platinum VISA, Gold VISA, Gold Co-branded VISA, Classic VISA, Co-branded VISA, id Platinum VISA, id Platinum Mastercard, id VISA and id Mastercard issued by the Company to a Cardmember, and for Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA, includes a principal Card and any supplementary Card.
- (h) "Card Account" means the account opened and maintained by the Company in the name of a Cardmember for the purpose of this Agreement.
- (i) "Cardmember" means an individual in whose name a Card is issued by the Company and who is deemed to have accepted the Card and this Agreement in accordance with Clause 2.

7a. Warranties & Representations of Services

For Platinum VISA / id Platinum VISA / id Platinum Mastercard:

- (a) The Company does not provide / supply any of the Services. The Company is not the Services Provider (or agent, representative or broker for any of the Services Providers). Services so offered or promoted are provided / supplied / conducted / arranged (as the case may be) directly by VISA / Mastercard and / or such of the Services Providers to Cardmembers without any interference / involvement / knowledge or written agreement (as the case may be) by the Company. The Company does not represent or warrant the scope, quality or any aspect of the Services or Services Providers and shall not assume any responsibility or liability whatsoever in respect of all possible disputes or claims arising from or in connection (directly or indirectly) with the Services promoted.
- (b) The Cardmember shall indemnify and keep indemnified the Company against all damages, costs and expenses reasonably incurred by the Company as a result of or arising from any act or negligence or default of the Cardmember (including without limitation any non-observance of the terms and conditions for the Services) in the use or mis-use of the Services.

7. Exclusion or Limitation of Liability

(a) **The Company shall not be concerned with, or be liable to any Cardmember for any loss or damage directly or indirectly arising from except where the same has been caused directly by the Company's negligence or willful default:**

- (i) any defect in or damage to any goods or services paid for by use of a Card, or any claim or complaint by a Cardmember against the supplier of such goods or services, or any other dispute between a Cardmember and any such supplier; for the avoidance of doubt, the Cardmember shall remain fully liable for any Charges incurred in respect of the relevant goods or services;
- (ii) the refusal of any Person or Terminal to honour or accept a Card;
- (iii) the loss of or inaccuracy in any information or data (such as Bonus Points) stored in a Card containing a device capable of storing data or information;
- (iv) the exercise by the Company of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Company or by any other Person or by any Terminal;
- (v) termination by the Company of any Card or the Card Account pursuant to Clause 13;
- (vi) the repossession of the Card, any request for its return, or any statement made or act performed by any Person requesting its return, and in no circumstance shall the same be or constitute any reflection or injury to the creditworthiness, character or reputation of any Cardmember;
- (vii) any misstatement, misrepresentation or omission in any details disclosed by the Company pursuant to Clause 8; or
- (viii) any act of fraud, forgery or gross negligence of the Cardmember, including (without limitation) the Cardmember's failure to observe Clause 3(d) or 9(a) or follow any other recommendation of the Company from time to time regarding the safety and secrecy of the Card, the PIN and/or the TIN.

(b) **Subject to sub-clause (c), the Cardmember shall be liable for all losses arising from or in respect of any Transaction Instructions executed before the Company receives notification pursuant to sub-clause (a):**

In particular, for Platinum VISA / Gold VISA / Gold Co-branded VISA / Classic VISA / Co-branded VISA.

- (i) Cardmember includes both a Principal Cardmember and any Supplementary Cardmember;
- (ii) "Principal Cardmember" means an individual to whom a principal Card is issued by the Company; and
- (iii) "Supplementary Cardmember" means an individual to whom the Principal Cardmember has requested the Company to issue a supplementary Card.

(j) "Charge", "Voluntary Charge" and "Involuntary Charge" have the meanings ascribed to those words in Clause 5.

(k) "Tele-electronic Identification Number" (TIN) means the credit card telephone password assigned by the Company to a Cardmember (as from time to time varied by the Cardmember in the manner stipulated by the Company) to enable the Cardmember to use the System to request for services or give Transaction Instructions.

(l) "Account Holder" means a Person in whose name the Company opens a Card Account.

(m) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

Unless the context requires otherwise:-

- (i) words denoting one gender shall include all other genders; and
- (ii) words denoting the singular shall include the plural and vice versa.

Headings in this Agreement are for convenience only and shall be ignored in construing this Agreement.

Save as otherwise provided, references to clauses and sub-clauses refer to the clauses and sub-clauses of this Agreement.

(n) "Services" means, for Platinum VISA / id Platinum VISA / id Platinum Mastercard.

- (i) those package of services and privileges which are arranged / agreed by VISA International ("VISA") to be ultimately supplied by Services Providers to Cardmembers in respect of the VISA Platinum Club and Concierge Services. The Services so promoted / arranged by VISA are subject to change from time to time;
- (ii) (as the case may be) those package services and privileges which are arranged / agreed by Mastercard International ("Mastercard") to be ultimately supplied by Services Providers to Cardmembers in respect of the Platinum Mastercard Collection™ and Concierge Services. The Services so promoted / arranged by Mastercard are subject to change from time to time;

(o) "Services Providers" means, for Platinum VISA / id Platinum VISA / id Platinum Mastercard:

- (i) those individuals, companies or merchants who are arranged by and have agreed with VISA to supply Services to Cardmembers in respect of the VISA Platinum Club and Concierge Services;
- (ii) (as the case may be) those individuals, companies or merchants who are arranged by and have agreed with Mastercard to supply Services to Cardmembers in respect of the Platinum Mastercard Collection™ and Concierge Services. The Services so promoted / arranged by Mastercard are subject to change from time to time;

(p) "Statement" means a monthly statement of account sent by the Company to a Cardmember, setting out the Charges and other

financial liabilities owed on that date by the Cardmember in respect of the Card Account, and such other information as the Company considers appropriate.

(q) "System" means the Company's 24-hour Interactive Telephone System, being any device for the time being employed by the Company for the purpose of providing voice response to a Cardmember's request by telephone for services.

(r) "Terminal" means any automated teller machine, dial terminal, electronic data capture terminal, smart card terminal or other point-of-sale terminal through which Transaction Instructions may be given.

(s) "Transaction Instruction" means any instruction given directly or indirectly by the use of a Card or through the System (whether or not through another Person) to the Company to effect a transaction.

(t) "Account Holder" means a Person in whose name the Company opens a Card Account.

(u) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

Unless the context requires otherwise:-

- (i) words denoting one gender shall include all other genders; and
- (ii) words denoting the singular shall include the plural and vice versa.

Headings in this Agreement are for convenience only and shall be ignored in construing this Agreement.

Save as otherwise provided, references to clauses and sub-clauses refer to the clauses and sub-clauses of this Agreement.

(n) "Services" means, for Platinum VISA / id Platinum VISA / id Platinum Mastercard.

- (i) those package of services and privileges which are arranged / agreed by VISA International ("VISA") to be ultimately supplied by Services Providers to Cardmembers in respect of the VISA Platinum Club and Concierge Services. The Services so promoted / arranged by VISA are subject to change from time to time;
- (ii) (as the case may be) those package services and privileges which are arranged / agreed by Mastercard International ("Mastercard") to be ultimately supplied by Services Providers to Cardmembers in respect of the Platinum Mastercard Collection™ and Concierge Services. The Services so promoted / arranged by Mastercard are subject to change from time to time;

(o) "Services Providers" means, for Platinum VISA / id Platinum VISA / id Platinum Mastercard:

- (i) those individuals, companies or merchants who are arranged by and have agreed with VISA to supply Services to Cardmembers in respect of the VISA Platinum Club and Concierge Services;
- (ii) (as the case may be) those individuals, companies or merchants who are arranged by and have agreed with Mastercard to supply Services to Cardmembers in respect of the Platinum Mastercard Collection™ and Concierge Services. The Services so promoted / arranged by Mastercard are subject to change from time to time;

(p) "Statement" means a monthly statement of account sent by the Company to a Cardmember, setting out the Charges and other

PIN or a TIN) which is displayed or dispensed by or input into a Terminal or the System is not disclosed to any third party. **The Company shall not be liable in any way for any disclosure (whether or not authorised or intended) of confidential information to any third party arising out of or in the course of the giving of a transaction instruction.**

(i) The Cardmember shall under no circumstances disclose his PIN or TIN to any Person, or allow the Card, the PIN and/or the TIN to be used by any other Person.

(ii) The Cardmember shall destroy the original printed copy of the PIN.

(iii) The Cardmember shall in no circumstances write down the PIN or the TIN on the Card or on anything usually kept with or near the Card.

(iv) The PIN and the TIN shall always be disguised if written down or recorded in any form.

4. Use of the Card

(a) Subject to the provision of this Agreement, a Card may be used:-

- (i) within the credit limit (if any) from time to time determined by the Company at its discretion and notified by the Company to the Cardmember; and
- (ii) before the expiry date embossed on its face.

The Cardmember (where applicable, the Principal Cardmember only) may at any time apply to the Company for a review of the credit limit on the Card Account, the determination of which shall be at the sole and absolute discretion of the Company.

(b) A Cardmember's right to use the Card shall cease immediately:-

- (i) in case of termination pursuant to Clause 13; or
- (ii) in case of loss or theft of the Card.

(c) If a Cardmember loses or damages his Card, or requires a renewal or replacement Card before expiry of the existing Card, the Company may at its discretion and on such terms and conditions as it may specify (including without limitation charging a handling fee on the Card Account) issue to the Cardmember the Card or Cards requested.

(d) Each Cardmember undertakes to act in good faith at all times in relation to all dealings with the Card and the Company.

(e) A Cardmember shall not use the Card or the Card Account for any illegal purposes. The Company is entitled, at its sole and absolute discretion, to refuse to act on or give effect to any Transaction Instruction if the Company has reason to believe that such Instruction is given in connection with any illegal transaction.

(f) The Company will issue a new PIN to a Cardmember on each report of loss of the Card or disclosure of the PIN, or at the request in writing of a Cardmember.

(g) Each Cardmember shall at all times take reasonable care of the Card, the PIN and any TIN provided to him, and keep the Card safely under his personal control and the PIN and TIN secure and confidential. In particular:-

- (i) Transaction Instructions must be given in such a way that any confidential information (including without limitation a

5. Charges

(a) Charges comprise all or any of the following:-

- (i) Voluntary Charges, namely:-

(A) the amount of any purchase (including a Bonus Points Purchase) of goods and/or services made by a Transaction Instruction;

(B) the amount of any cash advance provided pursuant to a Transaction Instruction;

(C) any amount which the Company debits to the Card Account on request; and

(D) any other amount chargeable to the Card Account by virtue of a Transaction Instruction.

(ii) Involuntary Charges, comprising the following, at the rates published by the Company which may from time to time be varied by notice to the Account Holder in a Statement or by notice given in accordance with Clause 14:-

(A) Annual fee:

(i) An annual fee is payable on issue of the Principal Card and on each anniversary of the date of issuance.

(ii) within the statement cycle immediately after the relevant Transaction Instruction, if the Company has received full payment of the Statement Balance as specified in the Statement that covers such statement cycle immediately before the relevant Transaction Instruction on or before the Payment Due Date in that Statement.

(B) Statement retrieval fee:

(i) Each Cardmember shall be liable to the Company for all Charges arising from or in respect of any Transaction Instruction given by the Company to the Cardmember.

(ii) The Company is authorised (but not bound) to give effect to any Transaction Instruction which the Company in good faith believes to have emanated from a Cardmember without requiring further confirmation in any form and as though the same were submitted by the Cardmember to the Company in writing and signed.

(iii) The Company may (but shall not be obliged to) record, and each Cardmember hereby consents to the Company recording, Transaction Instructions in writing and/or by tape recording and/or any other method as the Company may determine. Subject to Clause 9(a), the Company's record of Transaction Instructions shall, in the absence of manifest error, be conclusive and binding on the Cardmember and may be retained by the Company for such period as it deems appropriate.

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